

**LEGACY ENHANCEMENT MINORS’**  
**MASTER POOLED TRUST**  
**JOINDER AGREEMENT**

*This is a legal document.*

*You are advised to seek independent, professional legal advice before signing this document.*

**Article I – Terms and Conditions**

\_\_\_\_\_, the undersigned Grantor (“Grantor”), enters into this Joinder Agreement with the Legacy Enhancement Minors’ Master Pooled Trust (“Trust”) whose mailing address is 2020 Beaver Avenue, Suite 206, Monaca, PA 15061. The Legacy Enhancement Pooled Trust, Inc. is a not-for-profit corporation approved by the State of Texas and the Internal Revenue Service. The Trust is incorporated herein by reference. The parties enter into this Joinder Agreement in consideration of the mutual covenants and promises included in the Trust and the Joinder Agreement.

This Joinder Agreement is entered into for the purpose of establishing a trust sub-account for the sole benefit of \_\_\_\_\_ (“Beneficiary”). The Grantor declares that the Grantor has legal authority to transfer the Beneficiary’s funds for the purpose of funding the sub-account.

Once agreed to by the parties by the signing of this Joinder Agreement, the sub-account is irrevocable and can’t be altered unless the Master Trust Agreement or this Joinder Agreement permits a change. Signing this Agreement means that the sub-account will only end when one of the terms of Article VII of the Trust Agreement is met.

The terms of the Joinder Agreement are subject to being amended. Amendments to the Joinder Agreement will apply to all beneficiaries, and not just to an individual Beneficiary’s sub-account.

The sub-account may be funded with real or tangible property belonging to the beneficiary and the Grantor shall have no further interest in and relinquishes and releases all rights of control over and all incidents of ownership in the contributed assets and any income generated by the contributed assets.

**Article 2 – Distributions from Trust Sub-Account**

The Trustee may make any distributions deemed advisable for the use and benefit of the minor which are not provided by or available from any other source. Distributions are to be made directly to the provider whenever possible. Permissible distributions include but are not limited to expenses related to education, health care and technology, and are described in greater detail in the attached Addendum.

Distributions are not allowed for the following: rent or mortgage payments to family members, utility payments, items otherwise categorized as parental responsibilities of support (unless the Trustee determines that extraordinary circumstances, such as health and safety, exist which would compel a distribution otherwise categorized as a duty of parental support); alcohol, cigarettes (including e-cigs), bail, bank overdraft fees, family-member babysitters, transportation costs without prior approval, gifts to third parties, and cash advance repayments. Additional information regarding permissible and impermissible distributions is set forth in Addendum “F” hereto.

The Trustee is not required to make any distributions from the beneficiary’s sub-account until the beneficiary or his or her representative has provided written estimate or proposals; or in the case of reimbursement requests - receipts, copies of cancelled checks or other proof of payment which is satisfactory to the Trustee.

### **Article 3 – Final Distribution**

Final Distribution of any remaining sub-account assets will be made when one of the circumstances described in Article VII of the Master Pooled Trust Agreement is met. At the time of final distribution, the value of the sub-account shall be calculated by taking the value at the close of business on the date the beneficiary reaches the age of majority, or if the beneficiary reaches the age of majority on a date which is a non-business day, then the value should be calculated as of the close of the last business day prior to that date.

### **Article 4 – Trustee Compensation**

The Trustee shall be entitled to compensation for its services according to its published fee schedule in effect at the time services are rendered by the Trustee. The Fee Schedule is attached to this Joinder Agreement as Exhibit “D”. Fees and compensation paid to the Trustees are not refundable and are earned when paid. Fees which are not paid in advance may be a charge to the Beneficiary’s sub-account. Beneficiaries shall be entitled to written notice of any change to the Fee Schedule thirty (30) days prior to such change.

### **Article 5 – Miscellaneous Provisions**

Indemnification. The Grantor agrees to indemnify and hold harmless the Trustee, its agents and employees, for actions taken on behalf of the Beneficiary so long as the Trustee acted reasonably and in good faith. Grantor recognizes and acknowledges that the ongoing and changing nature of laws, regulations, policies, and procedures relating to government assistance programs cannot be predicted.

Tax Treatment. The Grantor acknowledges that the Trustee has made no representations to the Grantor regarding the tax implications of the funding of the Trust or later tax consequences. The Trustee recommends that the Grantor consult with a tax professional before entering into this

agreement. Annual tax returns, if required, will be prepared by a certified public accountant. Preparation fee and any related tax liability will be billed to the trust.

Governing Law. This Agreement is created in and shall be construed under the laws of the state of Texas.

Change of Circumstances. The Grantor must provide complete and accurate information regarding the Grantor and the beneficiary at all times, including but not limited to any change in circumstances that might affect the beneficiary, this Joinder Agreement and/or the duties of the Trustee as those duties pertain to the beneficiary. It is the responsibility of the Grantor or the beneficiary's legal representative to report changes including a change of address or death of a beneficiary. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.

Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits and any Addendums to this Agreement constitute the entire agreement between the parties.

Opportunity to Seek Legal Counsel. The Grantor hereby acknowledges that the Grantor has reviewed this Agreement and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of independent legal counsel concerning this Agreement; agrees to be bound by the terms of this Agreement; and is not executing this Agreement because of any promises, covenants or representations other than those contained in this Agreement and the Trust.

Severability. The invalidity or unenforceability of any provision of this Agreement, in any jurisdiction shall in no way impair, affect, or prejudice the validity or enforceability of the remainder of this Agreement in that jurisdiction.

Headings. The headings, titles, and subtitles within this Joinder Agreement are for reference purposes and not intended to guide any construction of this document.

Account Closure. In the event that a Beneficiary has a zero (\$0) account balance for ninety (90) or more consecutive days, the Trustee, in its sole discretion, retains the right to close the Beneficiary's sub-account. The Trustee may continue to charge administrative fees for the management of the sub-account prior to its closure. In the event that a Beneficiary wishes to re-open a sub-account, the Beneficiary may be required to pay any outstanding administrative fees. Additionally, the Beneficiary may, in the Trustee's sole and absolute discretion, be required to pay a new enrollment fee when re-opening the sub-account.

The Grantor acknowledges that the Grantor has been provided with a copy of the Legacy Enhancement Minors' Master Trust Agreement, and that the Grantor is entering into this agreement voluntary and without coercion.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Joinder Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Trustee has accepted and signed this Joinder Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR

\_\_\_\_\_

Grantor's Name: \_\_\_\_\_

Grantor's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEGACY ENHANCEMENT, TRUSTEE**

\_\_\_\_\_  
By: Christian Bruns, President

**Exhibit “A”**  
**DECLARATION OF TRUST**

**Exhibit "B"**  
**GRANTOR AND BENEFICIARY INFORMATION**

Grantor Name: ☐ Mr. ☐ Ms./Mrs. \_\_\_\_\_

Relationship to Beneficiary: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Grantor's Attorney: ☐ Mr. ☐ Ms./Mrs. \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Beneficiary Name: ☐ Mr. ☐ Ms. \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ U.S. Citizen: ☐ Yes ☐ No

Name of School: \_\_\_\_\_

Beneficiary's Mother's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Beneficiary's Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Please indicate all forms of government assistance that the Beneficiary receives or is applying for, and the amounts received per month (if applicable). A copy of the award notice from Social Security or the State Medicaid agency must be attached so that distributions can be made without jeopardizing benefits.

Home or Community Based Medicaid Programs: ☐ Yes ☐ No ☐ Applying

Medically Needy Program: ☐ Yes ☐ No ☐ Applying

Food Stamps (SNAP): ☐ Yes ☐ No ☐ Applying

Child Health Insurance Program (CHIP): ☐ Yes ☐ No ☐ Applying

Legacy Enhancement Minors' Master Pooled Trust Joinder Agreement

**Exhibit “C”**  
**PROOF OF GRANTOR’S STATUS TO  
ESTABLISH TRUST ON BEHALF OF BENEFICIARY**

All Grantors must provide a photocopy of current valid photo identification (e.g., state issued driver’s license, state issued identification card, government issued passport, etc.)

- Parent or Parents as Grantor, also include a copy of your son or daughter’s birth certificate.
- Guardian Ad Litem as Grantor, also include a copy of your Order Appointing Guardian Ad Litem
- Legal Guardian as Grantor, also include a copy of your Letters of Guardianship and a copy of a court order authorizing you to sign the Joinder Agreement.
- Court or other legal party as Grantor, also include a copy of a court order authorizing the establishment of the Trust sub-account.

*Please note, the documents listed above are examples only. Other documents that clearly or specifically establish the Grantor’s relationship to the Beneficiary, and the status or authority to establish the Trust on behalf of the Beneficiary and to access the Beneficiary’s funds, can also be sufficient.*



**Exhibit “D”**

**TRUST FEES AND PROCEDURES**

1. Enrollment Fee. There is no enrollment fee for sub-accounts with initial balances of less than \$10,000.00. There is a one-time \$1,000.00 enrollment fee for sub-accounts with an initial balance of more than \$10,000.00. There is a one-time \$1,500.00 enrollment fee for sub-accounts with an initial balance of more than \$20,000.00. Any enrollment fees will be deducted from the initial deposit.
2. Administrative Fee. The account will be charged an annual administrative fee, of 1.95%, payable in advance.
3. Completing the Application Process. Mail the completed Joinder Agreement, along with any checks to deposit into the Beneficiary’s account to:

Legacy Enhancement, Inc.  
2020 Beaver Avenue, Suite 206  
Monaca, PA 15061

## ALLOWABLE & RESTRICTED PURCHASES



**The list of allowable purchase is not all-inclusive. If something is not listed, please contact your trust administrator for additional information. Receipts must be provided to back up all purchases made using the funds in the trust.**

ALLOWABLE	<u>Health</u>	Psychological treatment Psychiatric treatment Routine Exams Dental Care Cosmetic Surgery Eye Care Lasik surgery Health/Dental/Vision Insurances	Home Health Care Gym/Spa Memberships Golf Club Memberships Travel Rehabilitation/therapy services Alternative Medical Treatment
	<u>Education</u>	<b>Tuition:</b> Grammar/secondary High school Fees(classes/sports)	Books/Supplies Computers/Software & related items Field Trips Musical instruments and lessons
	<u>Other</u>	Transportation Existing Life/Property Insurance Pet supplies and services Tickets(movies/concerts/sporting event/etc.)	Taxes  Special vacations <i>(type the beneficiary had never taken before)</i>

**Distributions will not be made if determined that the item should be categorized as one of parental responsibilities of support**

NOT PERMITTED RESTRICTED	Direct Cash Food/groceries Alcohol, tobacco (cigarettes, e – cigs), Weapons Rent/mortgage Lottery tickets Property taxes Traffic fines Bail	Restitution Court costs associated with criminal activity Bank overdraft fees Utilities (electricity, garbage water, gas, sewer) Family-member Babysitters Transportation Costs without prior approval Gifts to 3 <sup>rd</sup> parties Homeowner or condo dues Cash advance repayments
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